

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ADAM STRAYHORN,)
)
Plaintiff,)
)
v.) Civil Action
) File No. 1:18-CV-01391-WMR
UNIBLOC-PUMP, INC., a Georgia)
Corporation, HARRY SODERSTROM,)
and BHAVESH PATEL,)
)
Defendants.)

**JOINT MOTION TO APPROVE SETTLEMENT AND
TO DISMISS ACTION WITH PREJUDICE**

Plaintiff Adam (“Plaintiff”), and Defendants Unibloc-Pump, Inc., Harry Soderstrom and Bhavesh Patel (collectively, “Defendants”), have reached a settlement with respect to Plaintiff’s claims against Defendants (the “Settlement”).

I. The parties have reached a Settlement Agreement.

The parties seek Court approval of the Settlement which was reached after arms-length negotiations. If approved, the Settlement will provide meaningful relief to Plaintiff. Accordingly, Plaintiff and Defendant request that the Court enter the Consent Order Approving Settlement and Dismissing the Action with

Prejudice, attached as **Exhibit A**. In support of this Motion, the Parties jointly state as follows:

II. Background

Plaintiff Adam Strayhorn filed the Complaint in the above-captioned action on April 2, 2018. (Dkt. # 1.) Plaintiff claimed that Defendants violated the Fair Labor Standards Act (“FLSA”) by improperly classifying him as an exempt executive employee and by requiring Plaintiff to work off the clock.

Defendants denied the allegations in their entirety. Following discovery Defendants moved for summary judgment, which was denied.

To avoid protracted and expensive litigation over the disputed issues, the Parties engaged in negotiations which resulted in a settlement agreement. The Parties are now seeking approval of the Settlement from the Court. *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-54 (11th Cir. 1982).

This Settlement is the compromise of disputed claims and does not constitute an admission by Defendants of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiff's rights or of any duty owed by Defendants to Plaintiff. Defendants expressly deny having engaged in any wrongdoing or unlawful conduct in this lawsuit; disputes Plaintiff's

entitlement to the amounts to be paid under this Settlement absent this Settlement; and disagree with Plaintiff as to, for example and without limitation, Plaintiff's contention that he was deprived of overtime payments due to improper classification. Nevertheless, the Parties have entered into this Settlement as a compromise to avoid the risks, distractions, and costs that will result from further litigation.

The Parties therefore jointly request that the Court approve the Settlement and dismiss Plaintiff's claims against Defendant with prejudice.

III. Legal Authority

A. The FLSA Permits the Settlement and Release of Claims with Court Approval.

In the Eleventh Circuit, there are two ways in which claims under the FLSA may be settled and released. First, Section 216(c) of the FLSA allows individuals to settle and waive their claims under the FLSA if the payment of alleged unpaid wages is supervised by the Secretary of Labor. *See* 29 U.S.C. § 216(c); *Lynn's Food Stores*, 679 F.2d at 1353. Second, in the context of a private lawsuit brought under Section 216(b) of the FLSA, an individual may settle and release FLSA claims if the parties present the District Court with a proposed settlement and the District Court enters a stipulated judgment approving the fairness of the settlement.

Id.

B. The Settlement is a Fair and Reasonable Resolution of the Bona Fide Disputes between the Parties.

Following good faith, arms-length negotiations, the Parties reached a settlement of all claims. Due to the disputed facts between the Parties, the uncertainties of litigation, and the benefit to the Parties in avoiding the expense and time associated with further arbitration and/or litigation, the Parties have agreed to settle this matter.

The proposed Settlement arises out of an FLSA lawsuit brought by Plaintiff against Defendants, which was adversarial in nature. During the litigation and settlement of this action, Plaintiff was represented by experienced counsel. The Parties reached the Settlement following significant negotiations.

The Parties further agree that the Settlement negotiated and reached by the Parties reflects a reasonable compromise of the disputed issues. Specifically, the Parties disagree as to whether Plaintiff was improperly classified as exempt from the overtime requirements of the Act, as well as whether Plaintiff's damages would be calculated at one-half his regular rate under the fluctuating workweek regulation.

The Parties therefore engaged in settlement discussions, based upon their independent valuations of the case. As part of these discussions, the Parties exchanged information including payroll and time records. The Parties, through

their attorneys, voluntarily agreed to the terms of their settlement during negotiations. Both Parties were counseled and represented by their respective attorneys throughout the litigation and settlement process. Plaintiff and Defendants have signed the Settlement Agreement and Release of Claims setting forth the terms of the Settlement, a copy of which is attached hereto as **Exhibit B**. The Parties believe the Settlement reached is fair, reasonable, and adequate and thus should be approved by the Court.

IV. Conclusion

WHEREFORE, the Parties jointly and respectfully request that the Court approve the settlement agreement of the Parties, and, upon approval of the settlement, that the Court dismiss the action with prejudice. A proposed Order has been attached for the Court's convenience as **Exhibit A**.

This 5th day of September, 2019.

/s/ E. Linwood Gunn
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CERTIFICATION UNDER L.R. 7.1D

Pursuant to Northern District of Georgia Local Rule 7.1.D, the undersigned counsel for Plaintiff hereby certifies that the above and foregoing pleading is a computer document prepared in Times New Roman (14 point) font in accordance with Local Rule 5.1B.

So certified this 5th day of September, 2019.

/s/ E. Linwood Gunn IV

E. Linwood Gunn, IV

Georgia State Bar No. 315265

Attorney for Plaintiff

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CERTIFICATE OF SERVICE

COMES NOW Plaintiff Adam Strayhorn, by his counsel of record and certifies that *Joint Motion to Approve Settlement and to Dismiss Action with Prejudice* was electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

Edward N. Boehm, Jr. – tboehm@fisherphillips.com
S. Donald Harden – dharden@fisherphillips.com

This 5th day of September, 2019.

/s/ E. Linwood Gunn, IV
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